



NATIONAL INSTITUTE OF MENTAL HEALTH AND NEURO SCIENCES
(Institute of National Importance), Bengaluru- 560 029
राष्ट्रीय मानसिक स्वास्थ्य और तंत्रिका विज्ञान संस्थान, (राष्ट्रीय महत्व संस्थान),
बेंगलूरु - 560 029

ರಾಷ್ಟ್ರೀಯ ಮನಃಶಾಸ್ತ್ರ ಅಧ್ಯಯನ ಮತ್ತು ನರ ವೈಜ್ಞಾನ ಸಂಸ್ಥೆ, (ರಾಷ್ಟ್ರೀಯ ಮಹತ್ವದ ಸಂಸ್ಥೆ),
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E-mail pro@nimhans.ac.in



Ref No:NIMHANS/PRO/CHEMICAL WASTE DISPOSAL/CALL-3/22-23

Date:28.07.2022

The DIRECTOR, NIMHANS invites sealed tender quotations from eligible tenderers for Disposal of Chemical Waste generated from Laboratories of National Institute of Mental Health & Neurosciences from Competent firms.

Tender Schedule

Downloading of Tender documents from website	https://nimhans.ac.in
Last date for tender enquiry	01.08.2022
Tender submission last date and time	04.08.2022 upto 4.00 P.M

Sd/-, Director

1 Introduction

- National Institute of Mental Health and Neuro Sciences (NIMHANS) invites bids for:
 - Collection and Safe Disposal of Chemical Wastes from NIMHANS campus.
 - Rate contract for 02 Years for Collection and Safe Disposal of chemical wastes from the date of Purchase Order. Chemical waste must be picked up around 2-3 trips in a month.
- In this tender document, NIMHANS or purchaser means National Institute of Mental Health and Neurosciences, Bangalore.
- In this tender document, terms like firm, company, bidder, vendor etc. are used interchangeably for the bidders.
- Sealed quotation shall be addressed to “**THE REGISTRAR, NIMHANS, HOSUR ROAD, BENGALURU – 560 029**”. The deadline for submission of proposals is **4th August, 2022 4:00 pm** Indian Standard Time. Hardcopy of the proposals should arrive at the Registrar Office by the above deadline.
- For any issues or clarifications or query relating to this tender, bidders are requested to contact the given email ID (pro@nimhans.ac.in) only before the last date of enquiry. After this, no query will be entertained. Telephone calls or interim queries will not be entertained.
- NIMHANS has the right to modify the date and time of an event or issue any corrigendum/ Addendum for this tender.
- The decision of Purchase Committee will be final.
- For any amendments or corrigendum or addendum, the prospective bidders should keep watching the NIMHANS website only wherein, all the information in this regard will be notified.
- Quotation received after last date and time will not be considered under any circumstances.

2 Scope of Work

This tender encompasses all the following services:

- I. Pickup and safe disposal of chemical waste from NIMHANS campus.
- a. The categories for chemical waste to be disposed from NIMHANS campus are as follows:

S.No.	Type of Chemical Wastes	Rate Per Pickup
1.	Solid Chemical waste	
2.	Solvent Chemical waste – These will be segregated into aqueous chemical waste, Halogenated chemical waste, and non-Halogenated chemical waste	
3.	Toxic Chemical waste	
4.	Unknown Chemical waste	
5.	Empty Chemical bottles	

- b. Any other info regarding these chemical wastes can be obtained by requesting pro@nimhans.ac.in
 - c. The cost of pick-up must be included in the bid. See Annexure C.
- II. Rate contract should be valid for **02 years** for collection and safe disposal of chemical wastes from the date of issue of Purchase Order.
- a. The table above lists the categories of chemical waste. The vendor can assume that similar chemical wastes may be disposed during the year via the rate contract.
 - b. The vendor may be called to make up for around **2-3 trips in a month**. The specific schedule will be communicated to the vendor.
 - c. Vendor should always keep handy, and an up-to-date copy of the necessary approvals received from KSPCB permitting them to collect and deal with hazardous waste to facilitate smooth waste safe disposal operations.
 - d. An up-to-date copy of the approval letter from KSPCB must be submitted to NIMHANS by the vendor at the time of submitting tender documents and before collecting chemical wastes from NIMHANS.
 - e. Vendor should maintain insurance policies and adequate coverage limits (per occurrence) for their workers who comes to NIMHANS campus during the term at their own expense and with reputed insurance companies including a Public Liability Insurance for bodily injury and property damage at their own costs.
 - f. Vendor should ensure the Transport Vehicles deployed and utilized for transportation of the Hazardous chemical wastes by the vendor should be road worthy, fit to carry such hazardous wastes as prescribed by statutory bodies such as Department of Ecology/Environment, KSPCB and such other statutory bodies as prescribed from time to time, at their own costs.
 - g. Vendor should ensure that the vehicles are used exclusively for the transportation of hazardous chemical wastes, maintained in good condition and an alternative arrangement made in case of breakdown at their own Costs.

- h. Vendor needs to store, treat, and dispose the hazardous chemical wastes received from NIMHANS as per the norms of KSPCB.
- i. Vendor needs to collect spent solvents and empty barrels/containers/liners contaminated with hazardous chemicals/wastes.
- j. Vendor will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc., in respect of its employees deployed for the purposes of collection, transportation and disposal of hazardous waste. In addition, vendor at their own cost provides all the necessary safety gear and equipment to undertake the said activities.
- k. To provide identity cards to the personnel deployed for visiting NIMHANS to collect hazardous/chemical wastes. Such identity cards must contain their photographs, name, date of birth, age, and identification mark etc. The vendor will be responsible for ensuring that all the personnel employed by them for the work follow all requisite safety and security regulations and instructions known to law as also the instructions that NIMHANS may issue as necessary to such personnel at the time they are within the premises of the Institute for the purpose.
- l. At the time of collection of hazardous chemical wastes from the Institute premises, Vendor shall ensure proper conduct and that they do not act in anyway that may be detrimental to the interests of NIMHANS and cause any danger within the premises of NIMHANS.
- m. To submit monthly returns to KSPCB of the quantity and nature of hazardous waste received, treated, and disposed from M/s National Institute of Mental Health and Neurosciences (NIMHANS).
- n. Form 10 (Manifest) copy should be provided to NIMHANS during the time of every collection of waste chemicals by the vendor.
- o. Vendor shall ensure that in case of an accident or any unforeseen events during transportation, the chemical waste should not be misused; the entire quantity shall be transferred to another vehicle and transported to their site safely at the cost of the vendor.
- p. There is no minimum chemical waste number for each trip. NIMHANS may dispose as little as 01 Liters/1kg chemical waste per trip.
- q. There is no guaranteed number of chemical wastes that must be disposed via the rate contract. The disposal is subject to availability.
- r. The cost of pick-up must be included. See Annexure C.
- s. For Technical qualification, vendor must have to submit the proper SOP in detail to NIMHANS to ensure the process for collection of waste chemicals.
- t. Vendors need to obtain all additional licenses, permits, consents, sanctions etc. as may be required or called for from/by local or any other authority for undertaking such work or in furtherance to this agreement.

- u. Vendor shall comply with all applicable laws, rules, and regulations in force. Vendor should undertake to produce the licenses /permissions etc., so obtained to NIMHANS or furnish copies thereof as and when required by NIMHANS.
- v. Vendor should also undertake to keep and get renewed such license, permission etc. from time to time and shall be responsible for any contravention of the local, municipal, central state and other laws, rules, and regulations etc.

2.1 Other details

1. The chemical wastes are of different category - Solid, Solvent, Toxic, Unknown, Empty Bottles.
2. The pickup of chemical waste is to be done from NIMHANS campus. The chemical waste must be picked directly from the department where they are currently stored during office hours: Usual pick-up hours are between 09:30 am to 4:30 pm on working days.
3. The pick-up and safe disposal of chemicals waste must be as per standard SOP, following all regulatory and safety precaution. Only vendors qualified to undertake this job are welcome. A MoU to this effect will be executed with the qualifying bidder.
4. The rate contract will be for 02 years, with an option to extend by one year with mutual consent.
5. The contractor must provide Form 10 manifest copy to NIMHANS after collection of chemical wastes.

3 Submission of bid

The bids must be submitted in two parts (under two-cover bid system). Envelope 1 and Envelope 2.

3.1 ENVELOPE No.1

The envelope for Technical Bid, "ENVELOPE No.1" shall be superscribed, "TECHNICAL BID for Collection & Safe Disposal of chemical wastes from NIMHANS Bangalore-560029". **The technical bid shall contain** the following information as per the format given in "MANDATORY TECHNICAL REQUIREMENT" along with copies of the required/supporting documents as **per Annexures – A & B.**

3.2 ENVELOPE No.2

The envelope containing Financial Bid, "ENVELOPE No.2" shall be superscribed "FINANCIAL BID for Collection & Safe Disposal of Chemical wastes from NIMHANS Bangalore- 560029". Rates for disposal of chemical wastes from NIMHANS Bangalore (**Annexure – C**) given in the Tender Document **Excluding GST**. Submission of Financial Bid in any format other than the provided format or including any attachment other than the Financial Bid as per the format will not be accepted and the Bid will be rejected.

4 Evaluation of Bid

Bids will be evaluated based on compliance with eligibility, technical specification, other terms, and conditions stipulated in the tender document. Incomplete submissions shall be disqualified.

4.1 **Technical evaluation**

1. The technical bids will be evaluated first. The technical bids shall be scrutinized and evaluated by NIMHANS based on eligibility criteria and qualifications as per details provided along-with documents by the bidder in their technical bid. NIMHANS may ask for additional clarification / details / documents / technical presentation etc. For the purpose, any date fixed by NIMHANS, will be final and binding. Decision of the NIMHANS purchase committee, regarding technical evaluation and declaration of technically qualified bidders, will be final and binding.

4.2 **Financial evaluation**

1. Financial Bids (Price Bid) of only those bidders will be opened, who will be declared technically qualified. Decision of NIMHANS purchase committee, in this regard, will be final and binding.
2. The price bids (submitted as per annexure C) of the technically qualified bidders will be evaluated based on the criteria defined below. A comparative chart will be prepared by NIMHANS based on the bid price.

a. **Selection of L-1**

- i. The variable A & D from Annexure C will be used for the lowest bid, i.e., L-1. The formula for calculating L-1 will be $(A+C*03)$. The bid with the lowest number as per the formula shall be declared the L-1.
- ii. If more than one bid is found to be L-1, then all the bids with the lowest cost will be declared L1. Decision of NIMHANS about evaluation of financial bids will be final and binding.

b. **Negotiation**

NIMHANS will negotiate with the L1 bidder(s). The PO will be awarded to the bid with the lowest final cost. If the two bids are same, the order may be split between the two vendors in a break-up that will be decided by the purchase committee. Decision of NIMHANS on the fraction of the split will be final and binding.

5 **Vendor Qualifications/Eligibility**

- i. Agency should have been in the business for minimum 03 years. This period of 03 Years in business should have been completed on the date of application. Proof for previous three years for services provided to any institution preferably PSUs/PSBs should be submitted along with a report of satisfactory service from them.
- ii. The vendor must have regulatory approval for safe disposing of chemical wastes. Documentation to support this must be provided.
- iii. The vendor must demonstrate prior experience of handling chemical wastes. A set of previous POs or invoices should be provided. Experience of safely disposing chemical wastes is mandatory.
- iv. A list of prior customers must be provided as reference. Please add contact information (phone and email address) so that the purchase committee can contact the references directly.

- v. Vendor must not be blacklisted by any institution of the Central or State Govt. / PSU/PSB in the past three years on any grounds whatsoever. A declaration to this extent must be provided by the vendor.

5.1 Inspection of Capabilities

NIMHANS reserves the right to confirm the vendor claims through any of the following:

1. Confirm the veracity of any of the documents submitted.
2. Inspect the worksite where the chemical waste disposal will be carried out. The SOP provided earlier must be feasible in the facility.
3. Directly contact the reference or customers of the applicant. The information from the references will be confidential and will be used by the committee to evaluate technical competence of the vendor.

6 Rejection of Bids

1. NIMHANS reserves the right to reject a tender under any of the following circumstances: -
 - a. If documents are submitted without seal & signature of the Vendor.
 - b. If documents are incomplete.
 - c. If any of the terms and conditions and mandatory declarations are not accepted.
 - d. If required information with appropriate documents in support of the same is not submitted as per **Annexure C**.
2. NIMHANS reserves the right to abandon the tender process and reject all bids at anytime prior to contract award, without incurring any liability.

7 Award and MoU

1. NIMHANS will communicate to successful bidder/s (through email). The selected bidder/s must respond within 3 days.
2. The successful bidder/s must sign a MoU with NIMHANS. The tender documents must identify the legal representative who will negotiate with NIMHANS legal cell for the MoU. The vendor is expected to conduct negotiations in good faith and close the agreement within 07 days.
3. The most important part of the MoU is the indemnity clauses. See section 7.4 for the indemnity sought by NIMHANS.

7.1 Payment Terms

1. NIMHANS will not give any advance payment against work order.
 - a. Payment of bills will be made by the NIMHANS after disposal of the chemical wastes against a tax invoice. The invoice will be paid within 21 working days of submission of the invoice.

7.2 Cancellation of Contract:

The NIMHANS reserves the right to cancel the rate-contract with the selected bidder/s at any time during the contract period, by giving a written notice of at least one (01) Months, for any valid reason, including but not limited to the following reasons:

- b. Delay in execution of proper pickup of chemical wastes from NIMHANS campus.
- c. Discrepancies / deviations in the agreed process.
- d. Violation of terms and conditions stipulated in this Bid /MoU.
- e. Unsatisfactory performance of the bidder.
- f. Any other valid reason.

7.3 Grievance Redressal

Any vendors have a grievance against a decision or action with regards to the provisions of this RFQ may file a request to the Director, Bangalore at dirstaff@nimhans.ac.in. It may please be noted that the grievance can be filed by only that vendor who has participated in Procurement proceedings in accordance with the provisions of this RFQ.

7.4 Indemnity

The Vendor shall indemnify NIMHANS, and shall always keep indemnified and hold NIMHANS, its employees, personnel, officers, directors, (hereinafter collectively referred to as “Personnel”) harmless from and against all losses, liabilities, claims, actions, costs, and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against NIMHANS because of:

- a. NIMHANS authorized / Bona fide use of the Services provided by Vendor under this assignment; and/or
- b. Negligence or willful misconduct of the Vendor and/or its employees, agents, sub- contractors in performance of the obligations under this assignment; and/or
- c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Vendor, against NIMHANS; and/or
- d. Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Vendor to its employees, its agents, contractors and sub- contractors, or breach of any terms, representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this assignment; and/or
- e. Breach of confidentiality obligations of the Vendor; and/or
- f. Any or all services infringing any patent, trademarks, copyrights, or such other Intellectual Property Rights.

7.5 Dispute Resolution

7.5.1 NIMHANS and the vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective Safety officer / Safety committee Chair of NIMHANS and the vendor, any disagreement or dispute arising between them under or in connection with the contract.

7.5.2 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two

arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. Arbitration will be carried out at Bangalore. The Arbitration and Conciliation Act 1996 or any statutory modification there of shall apply to the arbitration proceedings.

- 7.5.3 Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

7.6 Governing Laws

This RFQ and the subsequent contract shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Bangalore shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

8 Annexure

8.1 Annexure A: Offer Letter

Annexure – A ENVELOPE – 1

To,
The DIRECTOR
National Institute of Mental Health & Neurosciences
Hosur Road, Bangalore-560 029

Re: RFQ/tender document for Pickup and Safe Disposal of Chemical wastes from
NIMHANS Bangalore-560029

Dear Madam,

With reference to the RFQ/ Tender document having examined the nature and quantum of work relating to the above-mentioned work and, I / We, hereby offer our service for Collection and Disposal of chemical wastes from NIMHANS.

I / We certify that the /our Company / firm or owner or any sister concern have not been blacklisted by any institution of the Central or State Govt./PSU/PSB in the past three years on any grounds whatsoever.

1. We are complying with all the regulatory guidelines issued by NIMHANS, State Govt. and Central Govt. with regards to Collection and Disposal of Chemical wastefrom NIMHANS campus from various departments.
2. We have read the general Terms and Conditions of the Work Contract and agree to abide and comply with the same.
3. In principle, we agree to indemnify NIMHANS as per Section 7.4 of the RFQ. Specifics will be defined in the eventual MoU. We promise to negotiate the MoU, including the indemnity clauses, in good faith.

Yours faithfully

Name & Signature of the Vendor with Seal:

Date:

Place:

8.2 Annexure B: Technical Details

Annexure – B ENVELOPE - 1

MANDATORY TECHNICAL REQUIREMENT

Description	Information from the Vendor	Annexure		
Name and address of the Firm		B1		
Type of Firm: (Sole Proprietorship/ Partnership/Ltd. Co./Other)		B2		
Company / Firm Registration with date	Vendor must be in business for at least 3 years	B3		
Name of contact person with Telephone Nos. & Email Id		B4		
GST No.	GST copy	B5		
PAN No.	PAN card copy	B6		
Has your company/firm been blacklisted in past 3 years?	If yes, then provide details. If no, then leave blank.	B7		
Do you have experience working with disposal of chemical wastes?	If yes, then provide a certificate of experience with previous PO or invoices. Experience of disposing chemical wastes is highly desirable.	B8		
References (at least 3)		B9		
	Client		Contact Information	Description of work done for the client
SOP of the process followed in disposing the chemical waste	Describe the process in enough detail so that the committee can gauge the safety and efficacy of the disposal process. If the process is based on an industry standard, please mention the standard.	B10		
Proof of regulatory approval	Any certificate from a state or central agency like the KSPCB, showing that the vendor has regulatory approval for this activity.	B11		

Name & Signature of the Vendor

Seal:Date:

Place:

8.3 Annexure C: Financial Bid

Annexure – C ENVELOPE – 2

The Director,
NIMHANS, Bengaluru – 560029

Ref- RFQ/Tender for Pickup and Safe Disposal of Chemical wastes from
NIMHANS campus –Bangalore -560029.

Dear Chair:

I / we declare that:

1. We have gone through the Tender document/RFQ in detail and understood the requirement of the collection and safe Disposal of Chemical wastes from NIMHANS Bangalore.
2. We understand the terms and conditions mentioned in the tender/RFQ.
3. The format of the quotation below is as per the format specified in the tender/RFQ.
4. The bid is valid for a period of **90 Days** from the last date of submission of bids.

Table –A-Financial bid

	Item (without GST)	Cost (in ₹)
1.	Pickup & Safe Disposal of waste chemicals Cost of collection per Kg/per Ltr and safe disposal of chemical wastes as per the RFQ.	A
2.	Bidders should submit a "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity, they will be suspended from participating in the tender.	B
3.	Rate Contract Cost/ collection & safe disposal of chemical wastes. 2-3 Trips per month pick-ups in a year.	C
	GST will be extra, as per the prevailing rates	

Name & Signature of the Vendor

Seal:Date:

Place:

8.4 ANNEXURE D: Bid Security Declaration

Annexure – D ENVELOPE – 1

BID SECURITY DECLARATION FORM

Ref No. NIMHANS/PRO/CHEMICAL WASTE DISPOSAL/22-23

Date: 28.07.2022

To,
The Director,
National Institute of Mental Health & Neurosciences
(Institute of National Importance)
Post Box No. 2900,
Hosur Road, Bengaluru – 560 029

Sir / Madam,

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a BidSecurity Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **one year from the date of notification** if I am / We are in a breach of any obligation under the bid conditions, because I/We
 - i. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - ii. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - a. Fail or reuse to execute the contract, if required or
 - b. Fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
3. I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of
 - i. Completion of tender process; or
 - ii. Thirty days after the expiration of the tender validity.

Signature of Tenderer along with seal (to be signed by all partners, in case of joint venture)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid and to be signed by all partners)